

EXHIBIT I.20

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF OHIO
3 EASTERN DIVISION

4 - - -

5 IN RE: NATIONAL : MDL NO. 2804
6 PRESCRIPTION OPIATE :
7 LITIGATION :

8 : CASE NO.
9 THIS DOCUMENT : 1:17-MD-2804
10 RELATES TO ALL CASES:

 : Hon. Dan A.
 : Polster

11 - - -

 Friday, January 25, 2019

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13 HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER
14 CONFIDENTIALITY REVIEW

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15 Videotaped deposition of
16 CELIA WEBER, taken pursuant to notice,
17 was held at the law offices of Reed Smith
18 LLP, Three Logan Square, 1717 Arch
19 Street, Suite 3100, Philadelphia,
20 Pennsylvania 19103, beginning at 2:43
21 p.m., on the above date, before Amanda
22 Dee Maslynsky-Miller, a Certified
23 Realtime Reporter.

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24 GOLKOW LITIGATION SERVICES
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 deps@golkow.com

1 you're still offering these educational
2 services on behalf of suppliers, right?

3 MR. SUDDATH: Objection.
4 Form.

5 THE WITNESS: We offer the
6 manufacturers the opportunity to
7 reach our customers, with their
8 educational materials, through
9 these different kind of campaigns,
10 yes.

11 BY MR. SIMMER:

12 Q. So let me make sure I
13 understand the educational campaign
14 services that AmerisourceBergen offers.

15 Who controls the content
16 that's provided to your customers?

17 A. The manufacturer. The
18 supplier.

19 Q. You answered two different
20 things. I thought you had corrected me
21 earlier and said that it had to be the
22 supplier.

23 So can you clarify your
24 answer this time?

1 Is it the manufacturer that
2 controls the content or is it the
3 supplier?

4 A. It's the supplier.

5 Q. And in some instances, they
6 are the same entity, right?

7 A. Correct.

8 Q. Some instances not, because
9 I think you said that there are companies
10 that have the marketing rights that are
11 not necessarily the supplier, right --
12 not necessarily the manufacturer, right?

13 A. Correct.

14 Q. So in the second slide of
15 this presentation, I'm talking Bates
16 ending 319757, do you see where you say
17 here, Increase product awareness and
18 engagement through effective marketing
19 programs that leverage our knowledge,
20 reach and partnership?

21 Do you see that?

22 A. Yes.

23 Q. I want to make sure I
24 understand what the meaning of this is.

1 And you have an
2 understanding of what this means, right?

3 A. Yes.

4 Q. Did you have a hand in
5 preparing this presentation?

6 A. Yes.

7 Q. You were head of the
8 department that does this work, right?

9 MR. SUDDATH: Objection to
10 form.

11 THE WITNESS: We would have
12 put this together, but we would
13 have not been the final approvers
14 of it.

15 BY MR. SIMMER:

16 Q. I'm just trying to
17 understand that this language is language
18 you're familiar with, right?

19 A. Yes.

20 Q. What do you mean by "product
21 awareness"?

22 A. It's meant to be a general
23 statement of product awareness, what --
24 depending on what -- depending on what

1 the goal of the manufacturer was,
2 clinical, or whatever.

3 Q. You're not saying there that
4 AmerisourceBergen actually is the one --
5 is the author of that particular piece in
6 terms of bringing awareness to a product,
7 right?

8 MR. SUDDATH: Objection to
9 form.

10 THE WITNESS: The material
11 is authored by the supplier, not
12 by AmerisourceBergen.

13 BY MR. SIMMER:

14 Q. What do you mean by
15 "engagement"?

16 MR. SUDDATH: Objection to
17 form.

18 THE WITNESS: I don't know.
19 I mean -- no, I don't really know
20 what that means.

21 I'd have to think about
22 that. It's a marketing fluffy
23 word.

24 BY MR. SIMMER: